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AGREEMENT

between the

SUPERINTENDENT OF SCHOOLS

and the

BAY SHORE ADMINISTRATORS' ASSOCIATION

of the

BAY SHORE UNION FREE SCHOOL DISTRICT

July 1, 2010 to June 30, 2015

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1.0 PREAMBLE

In order to effectuate the provisions of the Public Employees' Fair Employment Act of the State of New York (Civil Service Law, Article 14) and to encourage and increase the effective and harmonious working relationships between the Superintendent of Schools and the administrative employees (hereinafter called "Administrators") of the District, represented by the Bay Shore Administrators' Association, (hereinafter called "Association"), the District and the Association enter into this Agreement.

2.0 RECOGNITION

The District hereby recognizes the Association as the exclusive bargaining agent and representative for all administrative personnel in the Bay Shore School District, who are not designated as managerial and confidential. The professional positions incorporated in such recognition include:

Senior High School Principal
Middle School Principal
Elementary School Principals
Secondary Assistant Principals
Elementary Assistant Principals
Instructional Supervisors
Executive Directors
Directors

3.0 ASSOCIATION RIGHTS

3.1 Building Use:

In accordance with State Education Law and Board of Education Policy as listed in the Administrative Manual for such use, upon notice of one school day, the Association shall have the right to use classroom and public areas of school buildings outside the scheduled work day, on days when school is or is not in session, when such use shall not conflict with education uses or prior scheduled events, and shall not result in any incremental cost to the District.

3.2 Equipment Use:

The Association will be permitted to use school typewriters, copying machines or other duplicating machines, audiovisual equipment and other equipment relating to the on-going business of the Association, providing that such equipment is not otherwise in use and that said equipment is utilized at reasonable times and on school property for legal Association activities. It is understood that in all matters relating to this use the Association will provide their own materials.

3.3 Dues Deduction:

The District shall deduct from the salary of each administrator, who so authorizes in writing, on the form annexed hereto as Appendix A, dues as certified by the Bay Shore School Administrators' Association and shall promptly transmit such deductions to the authorized Association.

3.3.1 Dues Deduction List:

After the first submission of the dues deduction list, such list may be modified for the unit's members one additional time, in any school year, after notice to the District.

3.4 Resolving Questions:

In the interest of resolving questions that may arise during the period covered by this Agreement, representatives of the parties to this Agreement shall meet as the need arises, which shall be determined as mutually agreed, for the purpose of exchanging information and discussion of problems which may arise under or affect rights of the parties to this Agreement or of individuals covered under this Agreement. This procedure shall be a condition precedent to the commencement of any other procedure or remedy provided in any other section of this Agreement.

3.5 Conducting Association Business:

The Association Officers or their designees shall be permitted to conduct Association business during the regular school day hours providing such business does not interfere with the normal operations of their respective schools. The Superintendent reserves the right to prohibit the conduct of Association business during the regular school day if the rights granted hereunder have been abused.

3.6 Distribution Of Agreement:

The District shall provide copies of this Agreement and distribute a copy to each member of the Association.

4.0 ADMINISTRATORS' PROTECTION AND BUILDING DISCIPLINE

4.1 Legal Protection:

In the exercise of their responsibilities, Administrators will be provided with the legal protection consistent with the applicable regulations of the Commissioner. Education Law Sections 3023 and 3028, Civil Service Law and written Board Policy.

4.2 Reporting Cases Of Assault:

Any Administrator shall immediately report all cases of alleged assault, arising out of and within the scope of his or her employment as a school administrator, to the Superintendent and report the incident in writing within forty-eight (48) hours, except in extenuating circumstances. The Superintendent or his or her representative shall acknowledge to the

administrator receipt of such written report within forty-eight (48) hours whenever practical or as soon thereafter as may be possible.

4.3 Legal Expenses:

Nothing herein contained shall limit the right of the administrator to engage, at his or her own expense, an attorney or attorneys in addition to the attorney or attorneys retained by the Board to act in any Civil or Criminal proceeding arising out of disciplinary action.

4.4 Physical Assault:

If a physical assault on an administrator occurs while the administrator is acting within the scope of his or her employment, and the physical assault results in lost time to the administrator, the District will:

4.4.1 Worker's Compensation:

Following the statutory waiting period, as defined by Workers' Compensation regulations pay the administrator in full for such lost time without deduction against accumulated sick leave, up to a period of twelve (12) months, provided the administrator turns over to the District any monies collected under Board disability and/or Workers' Compensation Plan.

4.4.2 Pay for Medical Services:

Pay for all necessary medical, surgical or hospital services not to exceed maximum of \$10,200 incurred as a result of said physical assault, over and above the medical, surgical or hospital services paid for by insurance plans of which the administrator is assured.

4.4.3 Payment of Benefits:

Nothing herein is intended to limit or otherwise diminish or impair any benefit payable under existing insurance policies. It is the intent of the parties that the benefits described above shall be paid only in the event that the benefits provided under medical, surgical or hospital insurance plans are exhausted or are insufficient to meet the medical, surgical or hospital costs incurred as a result of a physical assault.

4.4.4 Guarantee of Rights Under Law:

Nothing herein shall diminish nor deprive any member of any rights which the member possesses under the law.

4.5 Viewing File Material:

No material critical of an administrator shall be placed in his/her file unless the administrator shall first have an opportunity to read the material. The administrator shall acknowledge that he/she has read such material by affixing his/her signature to the file copy. The signature shall indicate that he/she has read the material to be filed, and shall not indicate agreement with its contents.

4.5.1 Responding to File Material:

The administrator shall have the right to respond in writing to any material placed in his or her file and such response shall be attached to the file copy.

4.5.2 Complaints:

Notwithstanding the above, no anonymous complaints shall be placed in an administrator's file, nor shall the files contain any other complaints, which after investigation by the Superintendent have been found to be baseless.

4.5.3 Representation:

The administrator may choose to have representation at the above-mentioned investigation.

5.0 NEGOTIATING PROCEDURES

5.1 Successor Agreement:

Negotiations for a successor Agreement shall be commenced at any time upon mutual consent of both parties. A mutually acceptable meeting date shall be set not more than fifteen (15) calendar days following such request. In any given year, such request shall be made not earlier than November 1 nor later than December 1, except by mutual consent.

5.2 Good Faith:

Prior to the first formal negotiating session, a good faith effort shall be made by both parties to the successor Agreement in making the other side aware of their negotiating proposals and posture.

5.3 Designation of Negotiating Team:

The Board and the Association shall each designate their own negotiating team which shall consist of a chief spokesperson and such other persons as deemed appropriate. Collective negotiations between the Superintendent and the Association shall be conducted only by the designated teams and only in executive session.

5.4 School Budget Access:

The Association shall have access to the school district budget then in existence and other financial data which has been published, as the same is required by the Public Information Law or other laws of the State of New York.

6.0 RESPONSIBILITIES OF ADMINISTRATORS

6.1 Job Description Changes:

No change shall be made in any Unit job description without prior notice to the Association. The Association may request a meeting with the Superintendent to discuss the changes, which meeting shall be promptly scheduled by the Superintendent.

7.0 WORK YEAR AND VACATIONS

7.1 Work Year:

All administrators covered by this Agreement shall be assigned a work year of twelve (12) months.

7.2 School Calendar:

The Administrative Council shall be consulted on the school calendar prior to adoption and on any subsequent modifications, except for emergency changes.

7.3 Vacation Days:

All members of the unit shall be entitled to thirty five (35) working days of vacation in each contract year. These days shall be in addition to District approved holidays. Sick days or other days of absence are provided under other sections of this Agreement.

7.3.1 Vacation Accrual:

Vacation days shall be accrued at the rate of three days per month for the first eleven months of the year and two days for the final month.

7.3.2 Vacation Schedule - New Members:

Notwithstanding any other provisions of this Article, a member of the unit newly appointed between July 1 and September 1 will be credited with ten (10) vacation days which may be used during that contract year; a member newly appointed to the unit between September 1 and January 1 will be credited with five (5) vacation days which may be used during the contract year. In either of the aforementioned situations, the individual must first work at least four (4) months in the administrative position before utilizing the vacation days.

7.3.3 Utilization of Vacation:

All vacation time must be utilized during the year following its accrual (after June 30). Up to ten days of said accrued vacation may be carried over to the following year and be used during that year subject to the discretion of the Superintendent. In addition, each administrator may elect to "bank" up to a total of ten (10) additional vacation days which may only be taken during the year of resignation or retirement. In either event, the administrator will be expected to notify the Superintendent and receive his or her approval prior to the expiration of the school year. Upon separation from the District, unused carry-over and bank vacation days shall be reimbursed at the rate of 1/220th.

7.3.4 Scheduling Vacation:

It will be expected that all members of the unit will, under normal circumstances, take this vacation allotment during the summer between the period beginning one week after the close of school in June and ending two (2) weeks prior to the opening of school in September. Remaining days of vacation may be taken during the recess periods. The Superintendent retains the right to designate a recess period as a general work period if

notice is given to the membership following consultation with the Association prior to July 1 of that year, unless a later date is mutually agreed upon by both parties.

7.3.5 Vacation During School:

Building administrators normally will not be permitted to take vacation time on days when school is in session. However, under extraordinary conditions and with the express prior permission of the Superintendent, vacation may be approved on school days.

7.3.6 Notification of Vacation:

It is the responsibility of each member, individually or through the building principal, to notify in writing the Superintendent of his or her intention to take vacation time during the summer, specifying the dates, on or before June 1. Changes may be made by mutual agreement. Requests from assistant principals must be endorsed by the principal. The Superintendent may deny a request only if the member's work schedule or obligations mandate his or her attendance. Any such denial will not reduce the member's entitlement to the maximum vacation allotment for the year.

8.0 THE WORK DAY

It is recognized by both parties to this Agreement that, as a matter of principle, rigid time limits set upon an individual's performance when carrying out responsibilities assigned to an administrators' position can be self-defeating. The nature of the administrator's role requires a flexible commitment of time and energy above and beyond that which is required in general of other employees in the District. Accordingly, administrators are subject to performing all their duties and obligations, including those which are required by the District in order to meet responsibilities to the administration, other staff members, parents and children. Subject to the requirements established above, the administrator is normally expected to work an eight hour day. Flexibility for the employee to alter the regular workday shall be arranged after consultation with the immediate supervisor.

8.1 Mileage Allowance:

Each administrator will receive an annual mileage allowance of \$750 as reimbursement for expenses incurred for attendance at evening and school-related activities and meetings within Nassau, Suffolk and Westchester counties and New York City.

9.0 LEAVES AND ABSENCES

9.1 Leaves and/or Absences:

Leaves and absences with or without pay shall be available under conditions described below. Such leaves and absences shall be used only for the specific purposes stated. The District reserves the right to determine whether the request for leave or absence meets the criteria set forth. Except for sick leave or other statutory leaves, the Superintendent may approve or disapprove a request, and, if approved, determine the duration of permissible absence.

9.2 LEAVES WITH PAY

9.2.1 Sick Leave:

Up to fifteen (15) days of absence may be used each year for a member's personal illness, injury or medical treatment. Any of these days which are not used for this purpose may accumulate without limit from year to year. On the first day of each year the member will be credited with his or her number of accumulated days from prior years, if any, and an additional fifteen (15) days for the current year.

9.2.1.1 Extension of Sick Leave:

The District may, at its sole discretion, award extended sick leave for prolonged illness or injury for a period not to exceed 220 work days in the event a member has exhausted all credited sick leave.

9.2.2 Sick Leave/No School:

If a member is on sick leave when schools are closed due to weather conditions or other emergencies not requiring the presence of administrators as determined by the Superintendent, the member shall not have said day(s) deducted from the sick leave allowance.

9.2.3 Personal and Emergency Absence:

Members may be absent for a total of not more than ten (10) work days per year when such absence is required for emergencies or for personal business or other commitments which are beyond the ability of the member to schedule so as not to conflict with work time. Although not limited to these, the common reasons for such absence are: Funerals, serious illness in the immediate family, accidents, bereavement, ceremonies (graduations, weddings, confirmations), moving, birth or adoption of a child, religious observance, legal or personal business obligations and court appearance. Effective July 1, 1986, after an administrator uses one personal day it is within the Superintendent's discretion to request the reason for his/her taking additional personal days.

9.2.3.1 Extension of Absence:

Extension beyond the ten (10) days specified for personal and emergency absence may be granted by the Superintendent in his or her sole discretion.

9.2.3.2 Jury Duty/Court:

Absence for jury duty or court appearance on behalf of the District shall not be considered a personal or emergency absence.

9.3 Leaves Without Pay:

Members may be granted short or long-term leaves without pay for a period of up to one full year for purposes of study, work in another occupation or in another administrative title in Bay

Shore, health, child care, personal or family obligations or other reasons approved by the Superintendent. The needs of the District shall be considered of major importance in granting such leaves.

9.3.1 Extension of Leave:

A member may request an extension of leave beyond one year and such request shall be considered if it is presented to the Superintendent in adequate time to plan properly for continued replacement of the member.

9.3.2 Continuation of Insurance Coverage:

While on extended leave of absence without pay, members shall be permitted to continue any insurance coverage or benefits which may be provided in this Agreement as may be permitted by the carrier through payment of all costs.

9.3.3 Reinstatement of Benefits:

Upon return from extended leave of absence without pay the member will have fully reinstated all benefits and continuation of seniority, except that the period of absence shall not be considered as a period of service for seniority or salary advancement.

10.0 COMPENSATION

10.1 Salary Schedules:

Members of the unit will be paid according to the schedules applicable to each position title which appear in Appendix A-1, A-2, A-3, A-4 and A-5.

Beginning with the 1991-92 year, and thereafter the difference between the sum of the doctoral column maximum on the teachers' schedule, plus the X schedule, (D column maximum), and the maximum of the directors'/secondary assistant principals' column shall not be less than the dollar differential for the years ending June 30, 1991. This established difference is and shall be \$646. Other steps and columns will be adjusted to maintain this percentage differential as reflected in the schedule.

10.2 Initial Appointment And Steps:

A newly appointed or promoted administrator shall be placed on a step of the applicable scale for the position at the sole discretion of the District. Prior service in the same type of position will normally be recognized for advanced step placement. After the initial year of service, if begun prior to January 1, the member will advance one step for each year of service in the position.

10.3 Career Increments:

In recognition of long service, increments shall be added to the maximum salaries of each scale for administrators. Up to three years of military service shall be allowed as equivalent service. Non-cumulative career incremental steps are:

Year 16	\$1600
Year 17	\$3800
Year 18 & above	\$6300

10.4 Deductions And Additional Payments:

In the event that any member must forfeit salary for days of work lost or is entitled to additional payments, such as in the case of vacation pay entitlement upon retirement, termination such deduction or additional payment shall be calculated at the rate of 1/220 per day.

10.5 In-Service Course:

Administrators who elect or are asked to instruct an in-service course will be compensated at the prevailing BOCES rate.

11.0 BENEFITS

11.1 Insurance Benefits:

Effective July 1, 2005, the parties agree that the District shall assume 85% of the family or individual premium for those unit members covered under the District's health insurance program. Effective July 1, 2014, and henceforth, the parties agree that the District shall assume 84% of the family or individual premium for those unit members covered under the District's health insurance program.

The District shall assume 92.5% of family or individual premium of the retiree medical premium. Effective July 1, 2014, and henceforth, for any member who retires, the District shall assume 92% of the family or individual premium of the retiree medical premium.

11.2 Group Excess Medical Insurance:

The District shall pay the full cost for "Group Excess Medical Insurance" coverage during the member's active service. Retired members may continue this benefit at their own option and at their own cost, if approved by the carrier.

11.3 Dental Insurance:

The District shall pay up to the maximum of \$2,000 toward the premium costs of the dental insurance plan.

11.4 Term Life Insurance:

The District shall provide a fully paid group term life insurance policy covering each member of the Association in the amount of \$100,000 and the members may participate at their own expense in a group policy of any amount determined by the Association and their carrier.

11.5 Disability Insurance Plan:

The District will contribute in full annually for the full premium for a disability insurance plan for the members of the unit. Said insurance plan shall be selected and effected by representatives appointed by the Association and the District and is subject to the approval of the Board of Education.

11.6 Split Life Insurance:

An annual sum of \$2000 per administrator will be made available for the purchase of split life insurance or equivalent cost available insurance for each administrator. Payment for such policy shall remain in effect for a maximum of ten years for each administrator.

11.7 Reimbursement of Costs:

The District shall reimburse administrators for reasonable costs of replacing or repairing dentures, eyeglasses, contact lenses, hearing aids, or similar bodily appurtenances not covered by Workers' Compensation, and any clothing or other personal property damaged, destroyed or stolen while the administrator was acting in the discharge of his/her duties within the scope of his or her employment or while the administrator was disciplining or restraining a student or students, which are damaged, destroyed or lost as a result of any injury sustained in the discharge of his or her duties within the scope of his or her employment, to a maximum of Seven Hundred Fifty (\$750.00) dollars total per year.

11.8 Vision Care And Physical Examinations:

A maximum of \$325 will be allowed to each member of the unit for either biennial physical examination or vision care or combination thereof. It is understood that such total shall be available within a two-year period, but neither unused balances nor overuse may be carried forward to a second two-year period. The new two year cycle will begin July 1, 2005.

11.9 Vandalism Damage Compensation:

The District shall establish a fund of \$3000 to compensate administrators for vandalism damage to their cars while parked in the District parking facilities. To be eligible for reimbursement, the administrator must make application to the Superintendent of Schools or his/her designee and provide:

- (1) Proof that a report was filed with the police;
- (2) Proof that the damage did occur on school parking facilities;
- (3) At least two (2) estimates for the damage repairs;
- (4) Independent verification from one's insurance agent or broker disclosing whatever personal insurance is available.

The District will only reimburse a claim for the amount not covered by the administrator's own insurance. The Superintendent or his/her designee and the President of the Association,

in conjunction with each other, shall accept or reject each application and shall determine the amount of money to be returned to the District General Fund and a new fund of \$3000 shall be established on July 1. It is understood that the \$3000 is an aggregate, not per claiming amount.

11.10 Aflac Short-Term Disability Policy:

Unit members shall be allowed to enroll, through payroll deductions, in an Aflac New York short-term disability policy. The open enrollment and/or transfer/withdrawal period will take place during the months of November and December with coverage going into effect January 1 of the subsequent calendar year, or as available from Aflac New York.

12.0 VACANCIES

12.1 Vacancy Announcement Notice:

The District shall give written notice to each Association member of any vacancy which occurs in any existing administrative or supervisory positions or which occurs as the result of the creation or modification of a new or existing administrative or supervisory position. Such notice shall contain:

- A description of the position to be filled.
- Qualifications for the position.
- Appropriate salary range.
- Procedure for application

12.2 During Vacation or Recess Periods:

Notice shall be deemed sufficient if sent via interschool mail to the Association members on file. If a member is on vacation, notice mailed to the President of the Association shall be deemed sufficient.

12.3 Application Consideration:

Applications filed by internal candidates who are members of the unit, will be given equal consideration with any other candidates who may be considered. Whenever it is determined that an internal candidate does not meet the qualifications and requirements of said position, the applicant shall be advised as soon as possible that he or she is no longer being considered for such position. The above notwithstanding up to five members of the Unit who apply shall be included as finalists for any administrative or supervisory vacancy.

13.0 JOB SECURITY

13.1 Elimination of Position:

In the event of a determination by the Board of Education that any administrative position is to be eliminated, the Association and individual unit member shall be notified no later than

ten (10) months prior to the effective date of the elimination. A shorter period of prior notification may prevail with mutual agreement between the District and the Association.

14.0 PROFESSIONAL DEVELOPMENT

14.1 Professional Development:

A professional development fund of \$30,000 shall continue through June 30, 2015.

14.2 Purpose of Professional Development Fund:

The purpose of the Fund is to improve the effectiveness of members of the unit in their present positions or to prepare them for promotional positions to which they might possibly be appointed on the District. It is not intended to prepare members for employment elsewhere nor to improve skills or knowledge not directly applicable to present or future responsibilities as Bay Shore administrators.

14.3 Payment of Professional Development Fund:

The fund may be used to pay directly or through reimbursement the cost for conferences, workshops, seminars, visits to other schools and agencies, educational travel, Professional Publications, professional dues to Professional organizations and, under conditions described below, for tuition and leaves of absence.

14.4 Use of Fund:

Proposals for the use of the Fund shall clearly state the specific plan for the activity, time(s) and places(s), and the benefit to be derived by the District and the individual.

14.4.1 Proposals:

Proposals may be submitted by any member of the Association except those who have declared their intention to retire or resign from the District. Any member who received funds under this article who retires or resigns within twelve (12) months of the completion of the activity may be required to reimburse the District for all of or part of the funds.

Proposals may be submitted at any time to a Committee composed of two (2) members of the Association appointed by the membership (President), and two representatives appointed by the District. There shall be no chairperson of the Committee, but a member of the Committee shall coordinate receipt of proposals, call meetings and present for the majority vote, i.e. three of the four members. If a proposal is submitted by one of the two Association members serving on the Committee, the President shall designate an alternate member to replace said member for action on that particular proposal.

Proposals for unanticipated activities may be submitted to the committee at any time, ten regularly scheduled meetings will be held each year as needed from September to June prior to which it is expected members will submit all proposals which can be anticipated for the ensuing semester(s).

All proposals and the Committee's recommendations shall be forwarded by the Committee to the Superintendent. The Superintendent retains in his or her sole discretion the right to reverse any decision of the Committee, but shall, if she or he does so, convey to the Committee and to the proposal submitted his or her reasons for doing so.

14.5 Leaves of Absence:

Activities described above are of such nature to require limited loss of time from the District, i.e., normally not in excess of five (5) school days. In the event absences of longer duration, either full or part time, are necessary and approved by the Committee and Superintendent, arrangements shall be made by the District using District funds to cover the duties either totally or in part of the absent member.

14.6 Tuition:

The Fund may be used to reimburse members for tuition only, for graduate, undergraduate or in service courses which are of direct benefit to the member in the discharge of his or her current duties. To be eligible, the member must successfully complete the course, (i.e., a passing grade). Because of competing proposals, the Committee may reject funding, recommend partial funding or full funding.

14.7 Absence for Professional Development Activities:

Absence from the member's assigned duties for any professional development activities approved under this Article shall not result in any loss of salary, seniority, or other benefits unless, because of unusual circumstances, agreement to the contrary is reached by the District, the individual and the Association.

14.8 Awards:

Awards under this Article received in previous years of length of service shall not prejudice a member's proposal in the current year.

15.0 TRANSFERS

A transfer is the reassignment of an individual to another position within the same tenure area.

15.1 Notice of Transfer:

Except in an emergency or unusual circumstance, individuals must be informed in writing twenty (20) days prior to a transfer. Notice shall include the reasons for the transfer.

15.2 Involuntary Transfer:

An involuntary transfer or reassignment shall be made only after a meeting between the members involved and the administrator in charge, at which time the member will be notified of the reasons. In the event that member objects to the transfer or reassignment at the meeting, upon the request of the member within six (6) school days he or she may meet with

the Superintendent. If still dissatisfied, he or she may request the Association to arrange a meeting of the member, the Association's representative and the Superintendent to discuss the matter. The Association shall arrange such a meeting within ten (10) school days after the member's meeting with the Superintendent.

15.3 Salary Policy (Involuntary Trans.):

In the event that an involuntary transfer is effectuated, the transferred member shall continue to receive no less than the salary he or she was scheduled to receive before the transfer. This policy shall continue in effect until the salary schedule for the new position will give him/her an equivalent or higher salary.

16.0 TERMINAL LEAVE

16.1 Eligibility:

The District shall offer terminal leave payment to eligible members who have completed 10 years of service to the District. Payment shall be made upon service or disability retirement. To be eligible, a member must give notice of retirement by January 1 of the school year of his/her retirement and must retire effective July 1. The 10 month prior notice for service retirement is waived for disability retirement.

16.2 Payment:

A member who meets the eligibility requirements shall receive payment for unused sick time. The first 75 days of unused sick time will be paid at a per diem rate of 1/220th of annual salary and the remaining days at the rate of \$200 per day. The sum total of payment shall not exceed \$75,000.

The terminal leave shall be in the form of a one-time, non-elective, non-discretionary, employer contribution.

The employer contribution as specified above shall be contributed to the provider selected by each eligible retiring unit member to receive employer contributions. If the employee does not designate a 403(b) account which can receive an employer non-elective contribution, the Employer shall deposit the contribution into a 403(b) account on behalf of the employee as required by law. Eligible unit members shall forthwith notify the District in writing of the total elective contribution, if any, made by them to any 403(b) accounts outside of that which they contribute as an employee of the Bay Shore Union Free School District.

Notwithstanding the amount of the non-elective employer contribution for each school year set forth above, the amount of the non-elective employer contribution shall not exceed the applicable annual contribution limits permitted under relevant law, i.e., Section 415(c)(1) of the Code. In the event that the aggregate employer non-elective contribution exceeds the applicable annual contribution limitation, the excess amount shall be paid directly to the eligible retiring unit member as compensation.

No employee may receive cash in lieu of or as an alternative to any employer non-elective contribution(s).

All non-elective employer contributions and excess compensation amounts shall be remitted by no later than thirty (30) days after the employee's retirement date, but no later than as otherwise required by applicable law.

17.0 GRIEVANCE PROCEDURES

17.1 Grievance:

"Grievance" is a claim by a member of the unit or the Association which represents the unit based upon a claimed violation of an express provision of this Agreement.

The term "grievance" shall also include a claimed misinterpretation or misapplication under the law, regulation or policy which relates to or involves an administrator. However, such grievances under this provision may only be processed through Stage 2 of this grievance procedure and shall not be arbitrable.

"Chief Executive Officer" means the Superintendent of Schools.

"Grievant" means any party named in a grievance who is an aggrieved party.

"Party of Interest" means any party named in a grievance who is not the aggrieved party.

"Hearing Officer" means any individual or Board charged with the duty of rendering decisions at any stage of the grievance procedure.

17.2 Stage 1: Immediate Supervisor – Informal:

A member having a grievance will discuss it with his/her immediate supervisor either directly or through an Association representative with the objective of resolving the matter informally by having the immediate supervisor confer with all the parties in interest. (If the member's immediate supervisor is the Superintendent of Schools, the grievance shall be initiated at Stage 2 hereof).

17.3 Stage 2: Immediate Supervisor – Formal:

If the grievance is not resolved informally, it may be reduced to writing and presented to the Superintendent of Schools. Within twenty (20) school days after the written grievance is presented: the Superintendent will schedule and enter into further consultation with the aggrieved party, or any party in interest, render a written decision within twenty (20) days following such consultation, and present it to the grievant. In addition, both parties are permitted to bring in for consultation persons having information.

17.4 Stage 3: Arbitration:

After such hearing, if either the grievant or Association is not satisfied with the decision of the Superintendent rendered at Stage 2, the Association may submit the grievance to arbitration,

pursuant to the Rules for Voluntary Grievance Arbitration of the New York State Public Employment Relations Board, by written notice to the District within twenty-five (25) days after the Superintendent shall have given notice of his/her decision to the grievant and the Association.

17.4.1 Arbitrator Actions:

The arbitrator will hear the matter promptly and will issue the decision at the earliest possible date from the date of the close of the hearing, or, if oral hearings have been waived, then from the date when the final statements and proofs are submitted to him/her. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusion on the issues.

Any remedy, if awarded, shall not be inconsistent with the Agreement nor contrary to law. However, the arbitrator shall be without power and authority to make any decision or recommendations:

Contrary to or inconsistent with or modifying or varying in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law.

Involving Board discretion or Board policy under the provisions Agreement, except that he/she may decide in a particular case, involving Board discretion or policy, whether or not the Board applied such discretion or policy discriminatorily, i.e., in a manner unreasonably inconsistent with the general practice followed throughout the school system similar circumstances.

Limiting or interfering in any way with the powers, duties and responsibilities of the Board of Education under the applicable law and rules and regulations having the force and effect of law.

The decision of the arbitrator shall be final and binding on all parties.

The cost for services of the arbitrator and the fees charged by the American Arbitration Association shall be borne equally by the parties. Each party, however, shall bear the expenses of its representatives, witnesses and counsel.

Either party shall have the right to request that a stenographic transcript be made of arbitration proceeding. However, the cost of said transcript shall be borne by the party requesting same, unless both parties agree to share the cost thereof.

17.5 Rules of Procedure:

All grievancees shall include the name and position of the grievant, the identity of the provision of this Agreement involved in said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for

causing the said events or conditions, if known to the grievant, and a general statement of the nature of the grievance and the redress sought by the grievant.

17.5.1 Except for informal decisions at Stage 1, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth the reasons therefor. Each decision when rendered shall forthwith be transmitted to the grievant, the parties in interest, if any, and the President of the Association.

17.5.2 The preparation and processing of grievances, shall not normally be conducted during the hours of employment. All reasonable effort will be made to avoid interruption of administrative duties and to avoid involvement of students in any phase of the grievance procedure.

17.5.3 No interference, coercion, restraint, discrimination or reprisal of any kind will be taken at any time by the Board or by any member of the Board or by any member of the administration against the grievant, any party in interest, any representative or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.

17.5.4 Forms necessary for filing grievance, serving notices, taking appeals, and making reports and recommendations, and other necessary documents shall be approved by both parties. The District will then have them duplicated and distributed as the parties agree so as to facilitate operation of the grievance procedure.

17.5.5 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

17.6 Time Limits:

Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party shall be extended only by mutual agreement.

17.6.1 Every grievance will be deemed waived unless the grievance is presented in writing at the second stage within seventy (70) days after the member knew or should have known of the act or condition on which the grievance is based.

17.6.2 The time for any party to a grievance who is entitled to appeal any decision rendered with respect thereto shall run from the date when notice is served on such party, regardless of such service is late or whether it has been duly served on any other party entitled to notice thereof.

17.6.3 Failure at any stage of the grievance procedure to communicate a decision to the grievant, his/her representatives and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allotted had the decision been communicated by the final day.

17.6.4 In the event a grievance is filed on or after June 1st, in any year, efforts will be made by both parties to resolve the grievance before the end of the school term or as soon thereafter as possible.

17.7 Nothing provided for above in this article shall diminish nor deprive any member of any rights which the member possesses under the law.

18.0 MANAGEMENT RIGHTS:

Except as expressly set forth herein, the Board of Education, Superintendent of Schools and District retain their full authority in all respects, to manage, supervise and control the Bay Shore Union Free School District. This contract, unless expressly limiting such authority, shall not be interpreted to diminish, impair, limit or in any way affect the exercise of said retained authority.

19.0 NO STRIKE PLEDGE:

19.1 The Board and the Association recognize that strikes and other forms of work stoppage are contrary to the law and public policy. The Board and the Association therefore subscribe to the principle that the differences between them shall be resolved without interruption of the educational program in the District.

19.2 The Association affirms that it does not assert the right to strike, nor to assist or to participate in any strike, or to impose an obligation on its members to conduct, assist or participate in such a strike.

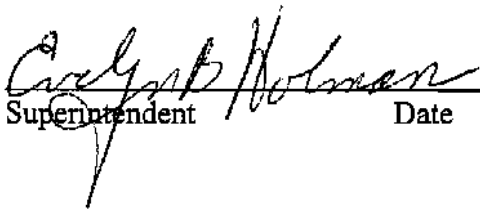
19.3 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

20.0 TERM OF AGREEMENT

This Agreement shall take effect on July 1, 2010 and shall remain in full force and effect through June 30, 2015.


IN WITNESS WHEREOF, the above Agreement has been made and executed this the ____ day of December, 2010.

Bay Shore Union Free School District



Superintendent Date

Bay Shore School Administrators Association

 12/10/10

President Date

APPENDIX 1

YEAR 1: 2010-2011

			Direct. &		Exec.Dir. &	
	<u>Instr Supv</u>	<u>Elem. A.P.</u>	<u>Sec. A.P.</u>	<u>Elem. Prn.</u>	<u>MS Prn</u>	<u>SHS Prn</u>
Step 1	80,106	84,715	96,242	108,019	115,516	118,728
Step 2	85,461	90,068	101,595	113,370	120,861	124,073
Step 3	90,813	95,421	106,948	118,724	126,211	129,425
Step 4	96,163	100,773	112,301	124,073	131,565	134,781
Step 5	101,518	106,128	117,653	129,426	136,916	140,127
Step 6	106,869	111,479	123,007	134,781	142,267	145,478
Step 7	112,221	116,830	128,359	140,127	147,623	150,827
Step 8	117,571	122,182	133,704	145,478	152,969	156,177
Step 9	122,926	127,534	139,058	150,827	158,317	161,535
Step 10	125,602	130,211	141,733	153,503	160,995	164,207
Step 11	128,278	132,886	144,411	156,177	163,673	166,883
Step 12	130,953	135,558	147,085	158,854	166,347	169,560
Step 13	133,628	138,234	149,763	161,530	169,025	172,231
Step 14	136,306	140,914	152,436	164,205	171,701	174,909
Step 15	138,982	143,586	155,111	166,883	174,375	177,587

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APPENDIX 2

YEAR 2: 2011-2012

			Direct. &		Exec.Dir. &	
	<u>Instr Supv</u>	<u>Elem. A.P.</u>	<u>Sec. A.P.</u>	<u>Elem. Prn.</u>	<u>MS Prn</u>	<u>SHS Prn</u>
Step 1	82,509	87,256	99,129	111,260	118,981	122,290
Step 2	88,025	92,770	104,643	116,771	124,487	127,795
Step 3	93,537	98,284	110,156	122,286	129,997	133,308
Step 4	99,048	103,796	115,670	127,795	135,512	138,824
Step 5	104,564	109,312	121,183	133,309	141,023	144,331
Step 6	110,075	114,823	126,697	138,824	146,535	149,842
Step 7	115,588	120,335	132,210	144,331	152,052	155,352
Step 8	121,098	125,847	137,715	149,842	157,558	160,862
Step 9	126,614	131,360	143,230	155,352	163,067	166,381
Step 10	129,370	134,117	145,985	158,108	165,825	169,133
Step 11	132,126	136,873	148,743	160,862	168,583	171,889
Step 12	134,882	139,625	151,498	163,620	171,337	174,647
Step 13	137,637	142,381	154,256	166,376	174,096	177,398
Step 14	140,395	145,141	157,009	169,131	176,852	180,156
Step 15	143,151	147,894	159,764	171,889	179,606	182,915

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APPENDIX 3

YEAR 3: 2012-2013

			Direct. &		Exec.Dir. &	
	<u>Instr Supv</u>	<u>Elem. A.P.</u>	<u>Sec. A.P.</u>	<u>Elem. Ptn.</u>	<u>MS Ptn</u>	<u>SHS Ptn</u>
Step 1	84,778	89,656	101,855	114,320	122,253	125,653
Step 2	90,446	95,321	107,521	119,982	127,910	131,309
Step 3	96,109	100,987	113,185	125,649	133,572	136,974
Step 4	101,772	106,650	118,851	131,309	139,239	142,642
Step 5	107,440	112,318	124,516	136,975	144,901	148,300
Step 6	113,102	117,981	130,181	142,642	150,565	153,963
Step 7	118,767	123,644	135,846	148,300	156,233	159,624
Step 8	124,428	129,308	141,502	153,963	161,891	165,286
Step 9	130,096	134,972	147,169	159,624	167,551	170,956
Step 10	132,928	137,805	150,000	162,456	170,385	173,784
Step 11	135,759	140,637	152,833	165,286	173,219	176,616
Step 12	138,591	143,465	155,664	168,120	176,049	179,450
Step 13	141,422	146,296	158,498	170,951	178,884	182,276
Step 14	144,256	149,132	161,327	173,782	181,715	185,110
Step 15	147,088	151,961	164,158	176,616	184,545	187,945

APPENDIX 3

YEAR 3: 2012-2013

@ 0% (#17)
YEAR 4 2013-2014

	Direct. &		Exec.Dir. &			
	Instr Supv	Elem. A.P.	Sec. A.P.	Elem. Prn.	MS Prn	SHS Prn
Step 1	84,778	89,656	101,855	114,320	122,253	125,653
Step 2	90,446	95,321	107,521	119,982	127,910	131,309
Step 3	96,109	100,987	113,185	125,649	133,572	136,974
Step 4	101,772	106,650	118,851	131,309	139,239	142,642
Step 5	107,440	112,318	124,516	136,975	144,901	148,300
Step 6	113,102	117,981	130,181	142,642	150,565	153,963
Step 7	118,767	123,644	135,846	148,300	156,233	159,624
Step 8	124,428	129,308	141,502	153,963	161,891	165,286
Step 9	130,096	134,972	147,169	159,624	167,551	170,956
Step 10	132,928	137,805	150,000	162,456	170,385	173,784
Step 11	135,759	140,637	152,833	165,286	173,219	176,616
Step 12	138,591	143,465	155,664	168,120	176,049	179,450
Step 13	141,422	146,296	158,498	170,951	178,884	182,276
Step 14	144,256	149,132	161,327	173,782	181,715	185,110
Step 15	147,088	151,961	164,158	176,616	184,545	187,945

same as

2012-13

NO STEP

NO INCREASE

2.75⁵⁰

APPENDIX 4

YEAR 4: 2013-2014

			Direct. &		Exec.Dir. &	
	<u>Instr Supv</u>	<u>Elem. A.P.</u>	<u>Sec. A.P.</u>	<u>Elem. Pm.</u>	<u>MS Pm</u>	<u>SHS Pm</u>
Step 1	87,109	92,122	104,656	117,464	125,615	129,108
Step 2	92,933	97,942	110,478	123,282	131,428	134,920
Step 3	98,752	103,764	116,298	129,104	137,245	140,741
Step 4	104,571	109,583	122,119	134,920	143,068	146,565
Step 5	110,395	115,407	127,940	140,742	148,886	152,378
Step 6	116,212	121,225	133,761	146,565	154,706	158,197
Step 7	122,033	127,044	139,582	152,378	160,529	164,014
Step 8	127,850	132,864	145,393	158,197	166,343	169,831
Step 9	133,674	138,684	151,216	164,014	172,159	175,657
Step 10	136,584	141,595	154,125	166,924	175,071	178,563
Step 11	139,492	144,505	157,036	169,831	177,983	181,473
Step 12	142,402	147,410	159,945	172,743	180,890	184,385
Step 13	145,311	150,319	162,857	175,652	183,803	187,289
Step 14	148,223	153,233	165,763	178,561	186,712	190,201
Step 15	151,133	156,140	168,672	181,473	189,620	193,113

APPENDIX 5

YEAR 5: 2014-2015

	Direct. &		Exec.Dir. &			
	<u>Instr Supv</u>	<u>Elem. A.P.</u>	<u>Sec. A.P.</u>	<u>Elem. Ptn.</u>	<u>MS Ptn</u>	<u>SHS Ptn</u>
Step 1	89,287	94,425	107,272	120,401	128,755	132,336
Step 2	95,256	100,391	113,240	126,364	134,714	138,293
Step 3	101,221	106,358	119,205	132,332	140,676	144,260
Step 4	107,185	112,323	125,172	138,293	146,645	150,229
Step 5	113,155	118,292	131,139	144,261	152,608	156,187
Step 6	119,117	124,256	137,105	150,229	158,574	162,152
Step 7	125,084	130,220	143,072	156,187	164,542	168,114
Step 8	131,046	136,186	149,028	162,152	170,502	174,077
Step 9	137,016	142,151	154,996	168,114	176,463	180,048
Step 10	139,999	145,135	157,978	171,097	179,448	183,027
Step 11	142,979	148,118	160,962	174,077	182,433	186,010
Step 12	145,962	151,095	163,944	177,062	185,412	188,995
Step 13	148,944	154,077	166,928	180,043	188,398	191,971
Step 14	151,929	157,064	169,907	183,025	191,380	194,956
Step 15	154,911	160,044	172,889	186,010	194,361	197,941

1.35%
effective
1/1/15

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